

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM409049

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Statement Regarding Release of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
National City Bank		12/15/2016	Chartered Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ampac Flexibles, LLC (formerly known as Kapak Company LLC)		
<b>Street Address:</b>	12025 Tricon Road		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45246		
<b>Entity Type:</b>	Limited Liability Company: MINNESOTA		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2305072		
<b>Registration Number:</b>	2368965	E Z ZIP RESEALABLE PACKAGING	
<b>Registration Number:</b>	1302176	EASI-FILL	
<b>Registration Number:</b>	1633714	EASI-FILL	
<b>Registration Number:</b>	1642051	E-Z ZIP	
<b>Registration Number:</b>	2429783	K	
<b>Registration Number:</b>	1623731	KAPAK	
<b>Registration Number:</b>	1443395	PIGGYPAK	
<b>Registration Number:</b>	2356485	POWER WAVE-SEAL	
<b>Registration Number:</b>	1621182	RIP-STRIP	
<b>Registration Number:</b>	2468062	SHAKERPAK	
<b>Registration Number:</b>	1461886	SILVER BULLET PAK	
<b>Registration Number:</b>	1625960	STANDPAK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128622200		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	312-862-6371		
<b>Email:</b>	renee.prescan@kirkland.com		
<b>TRADEMARK</b>			

CH \$340.00 2305072

**Correspondent Name:** Renee Prescan  
**Address Line 1:** 300 North LaSalle Street  
**Address Line 2:** Kirkland & Ellis LLP  
**Address Line 4:** Chicago, ILLINOIS 60654

**NAME OF SUBMITTER:** Renee M. Prescan

**SIGNATURE:** /Renee M. Prescan/

**DATE SIGNED:** 12/15/2016

**Total Attachments: 5**

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**STATEMENT REGARDING RELEASE OF SECURITY INTEREST**

1. On January 13, 2005, Ampac Plastics, LLC, Ampac Paper, Inc., Ampac Mobile Holdings, LLC, Tulsack, Inc., f/k/a Denmark Products, Inc., Ampac Security Products LLC f/k/a Ampac Innopac, LLC, Ampac Spanish Fork, LLC, and Ampac Flexicon, LLC (each individually, and collectively, the "Debtor") and the Provident Bank, as Agent, predecessor to National City Bank, entered into that certain Intellectual Property Security Agreement (the "Agreement").
2. Pursuant to that certain Amendment and Supplement to Intellectual Property Security Agreement, dated as of May 27, 2005 (the "Security Agreement"), the Agreement was amended to add Kapak Company LLC, a Minnesota limited liability company ("Kapak"), as a Debtor under the Agreement, and each Debtor granted a first priority lien and security interest to National City Bank ("Agent") in the trademark registrations set forth on Schedule A attached hereto (the "Trademarks") and the patents set forth on Schedule B attached hereto (the "Patents").
3. The Security Agreement was recorded at the U.S. Patent and Trademark Office (the "PTO") on August 16, 2005 at Reel/Frame 3207/0613 with respect to the Trademarks, and at Reel/Frame 016871/0775 with respect to the Patents.
4. Pursuant to that certain Payoff Letter from Agent to Ampac Plastics, LLC, dated as of June 30, 2006 (a copy of which is attached hereto as Exhibit 1), the Debtors repaid in full all outstanding loans and other Obligations under the Agreement, and the liens and security interests granted pursuant to the Agreement and the Security Agreement were deemed to have been automatically released and terminated.
5. Kapak changed its name to Ampac Flexibles, LLC on August 24, 2015.
6. The undersigned has personal knowledge of these facts and attests to their truth.

Given and signed at Cincinnati, OH, U.S.A., this 15<sup>th</sup> day of December 2016.

**AMPAC FLEXIBLES, LLC**  
Formerly known as Kapak Company  
LLC

By: 

Name: ERIC BRADFORD

Title: Chief Financial Officer

Schedule A

Trademarks

Trademark	Description	Registration No.
DESIGN MARK (POUCH)	Packaging materials, namely, flexible plastic pouches with reclosable cap for flowable goods; Manufacture of flexible plastic pouches to be filled with flowable goods to order and specification of others	2,305,072
EZ ZIP RESEALABLE PACKAGING & Design	Multi-purpose plastic resealable pouches	2,368,965
EASI-FILL	Machine for filling a sealable pouch with liquid or solid material	1,302,176
EASI-FILL	Machine for filling a sealable pouch with liquid or solid material	1,633,714
E-Z-ZIP	Multi-purpose plastic resealable pouches	1,642,051
K& Bell Design	Plastic bags and plastic pouches for general use; multi-purpose plastic resealable pouches; resealable plastic pouches for dispensing powders, granulars, and other flowable goods for commercial use; flexible plastic bags with gusset in base for packaging; envelopes and plastic bags for packing; and mailing and delivery packages	2,429,783
KAPAK	Plastic bags and plastic pouches for general use	1,623,731
PIGGYPAK	Toy plastic coin banks	1,443,395
POWER WAVE-SEAL & Design	Custom manufacture of flexible plastic pouches to be filled with flowable goods to order and specification of others	2,356,485
RIP-STRIP	Envelopes and plastic bags for packing	1,621,182
SHAKERPAK (Stylized)	Resealable plastic pouches for dispensing powders, granulars and other flowable solids for commercial use	2,468,062
SILVER BULLET PAK	Mailing and delivery packages	1,461,886
STANDPAK	Flexible plastic bags with gusset in base for packaging	1,625,960

## Schedule B

### Patents

Patent Title	Patent No.
Vented Pouch Arrangement and Method (Continuation of 6,423,356)	10/199,440
Bag Dispensing System	60/210,721
Pouch Arrangement and Methods	09/661,643
Flexible Pouch-Bowl Arrangement and Methods	10/683,386

Patent Title	Patent No.
Flexible Bank for Coins	4,718,738
Tamper Evident Notched Sealing Envelope	4,961,503
Tamper Evident Notched Sealing Envelope (Continuation of SN 07/443821)	5,046,621
Bag Arrangement	4,936,456
Resealable Bag Arrangement and Method	4,986,673
Vented Pouch Arrangement and Method	5,059,036
Method of Making a Vented Pouch (Division of SN 07/516111)	5,147,272
Method of Making a Vented Pouch (Continuation of 07/742401)	5,254,073
Vented Pouch Arrangement and Method (Continuation of 08/350727 - abandoned)	5,542,902
Vented Pouch Arrangement and Method (Continuation of 08/350727 - abandoned))	6,021,624
Vented Pouch Arrangement and Method (Continuation of 08/683671 - abandoned)	6,023,914
Vented Pouch Arrangement and Method (Continuation of 6,023,914)	6,274,181
Vented Pouch Arrangement and Method (Continuation of 6,274,181)	6,423,356
Bag Construction for Distributing Material	5,709,479
Bag Construction for Distributing Material (Continuation of 08/709163)	5,882,120
Bag Construction for Distributing Material (Continuation of SN 08/996353)	6126318
Bag for Distributing Material (Design)	D396,002
Bag Construction having Inwardly Directed Side Seal Portions	5,971,613
Bag Constructions and Method	6,224,528
Bag Construction for Distributing Material	6,375,037
Pouch for Holding Liquids (Design)	D455,645
Pouch for Holding Liquids (Design)	D454,487
Pouch for Holding Liquids (Design)	D453,295
Stand-Up Pouch for Holding Liquids (Design)	D448,988
Access Entry Area to a Flexible Pouch (Design)	D451,804
Flexible Stand-Up Pouch Constructions for Dispensing Liquids	6,485,177
Bag for Distribution of Particulate Materials Having Handle	D468,195

EXHIBIT 1

**National City**

National City Bank  
Agent Services  
828 Euclid Ave., 2<sup>nd</sup> Floor  
Lester 01-3028  
Cleveland, OH 44114  
(888) 378-1274 Toll Free

June 30, 2006

Ampac Plastics, LLC  
12025 Tricon Road  
Cincinnati, Ohio 45246

JPMorgan Chase Bank, National Association,  
as the hereinafter defined New Agent  
21 S. Clark Street, Suite 0010 -- 19<sup>th</sup> Floor  
Chicago, Illinois 60603

Re: AMPAC PLASTICS, LLC

Ladies and Gentlemen:

We refer to the Credit Agreement, dated as of January 13, 2005 by and among Ampac Plastics, LLC, a Delaware limited liability company and other such co-borrowers as defined therein (collectively, the "Co-Borrowers"), the Guarantors (as such term is defined therein), the Lenders (as such term is defined therein), and National City Bank, in its capacity as administrative agent (the "Administrative Agent") for the Lenders, (as amended, modified or supplemented from time to time, the "Credit Agreement"). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement.

The Co-Borrowers have informed us that they intend to (i) terminate the Lenders' commitments under the Credit Agreement and (ii) repay all outstanding loans and other Obligations in full on or about June 30, 2006 with the proceeds of, *inter alia*, a new credit facility from certain lenders in favor of Ampac Holdings, LLC with National City Bank as administrative agent thereunder and JPMorgan Chase Bank, National Association as collateral agent thereunder (such collateral agent, the "New Agent"). The total amount necessary to pay in full the outstanding Revolving Advances and the Term Loan under the Credit Agreement based on the balance outstanding as of the date hereof, along with interest and fees accrued through June 30, 2006 and all other Obligations (other than contingent indemnification obligations which expressly survive the termination of the applicable Loan Documents) of the Co-Borrowers and the Guarantors to the Lenders and the Administrative Agent under the Credit Agreement and the other Loan Documents, are as follows:

	PAYOFF <sup>1</sup>	PER DIEM
Commitment Fee	\$ 18,640.54	\$ 272.64
Revolving Advances principal	\$ 17,096,307.99	
Revolving Advances interest	\$ 140,778.50	\$ 4,036.68
Swingline Advances principal <sup>2</sup>	\$ 5,000,000.00	
Swingline interest	\$ 6,815.75	\$ 1,180.56
L/C Fees	\$ 987.85	\$ 34.08
Term Loan principal balance	\$ 59,000,000.00	
Term Loan interest	\$ 403,986.11	\$ 13,930.56
<b>TOTAL PAYOFF</b>	<b>\$ 81,667,716.74</b>	<b>\$ 19,454.52</b>

<sup>1</sup> Payoff amounts listed are as of June 30, 2006 to be paid July 3, 2006 (include 2 days per diem)

<sup>2</sup> Swingline principal balance may change based on Loan Sweep activity at the close of business on June 30, 2006

Payment of the Total Payoff (with the addition of any applicable Per Diem) should be made to the Administrative Agent on or before 2:00 p.m. (Cincinnati, Ohio time) on July 1, 2006. The per diem accrual, as of today, is \$19,454.52, and should be added to the Total Payoff for each day (commencing at 2:00 p.m. (Cincinnati, Ohio time) on the date hereof if the Total Payoff has not been received by 2:00 p.m. (Cincinnati time) on such day. Payment of the Total Payoff should be made to the Administrative Agent by wire transfer of immediately available funds directed as follows:

National City Bank, Cleveland, OH  
ABA Routing Number: 081-900-124  
for credit to Account Number: 151810-0002711  
BNP Agent Services Wire  
Reference: Ampac/obligor #0229268059

Upon receipt of the Total Payoff, (i) the commitment of the Lenders shall terminate, (ii) the liens and security interests granted pursuant to the Loan Documents shall be deemed to have been automatically released and terminated as of the date of receipt of the Total Payoff (if received by 3:00 p.m. (Cincinnati time)) or as of the day thereafter (if the Total Payoff is received after such time), (iii) all Obligations (other than contingent indemnification obligations which expressly survive the termination of the applicable Loan Documents) shall be deemed paid in full, released and discharged, all without any further action being required to effectuate the foregoing, (iv) each Co-Borrower, the New Agent or their respective designees will be authorized to file UCC termination statements in order to evidence the termination of the liens and security interests granted pursuant to the Loan Documents and the Administrative Agent will, at the Co-Borrowers' expense, execute and deliver such intellectual property releases, mortgage releases and other documents and instruments as any Co-Borrower or the New Agent may reasonably request in order to evidence the termination of the liens and security interests granted pursuant to the Loan Documents and (v) the Administrative Agent will promptly deliver any possessory Collateral in its physical possession to the New Agent.

Very truly yours,

NATIONAL CITY BANK,  
as Administrative Agent for the Lenders

By: Joseph E. Netzel  
Name: Joseph E. Netzel  
Title: Senior Vice President

ACKNOWLEDGED AND AGREED:

AMPAC PLASTICS, LLC,  
on behalf of the Co-Borrowers

By: [Signature]  
Name: Bill Hill  
Title: CEO